UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

| | | |
|---|---|---|
| UNITED STATES OF AMERICA | : | Hon. James B. Clark, III, U.S.M.J. |
| v. | : | |
| | : | |
| | : | Mag. No. 17-3203 |
| ANDERSON AJIMAVO | : | |
| a/k/a "Baba-Ibeji" | : | **CRIMINAL COMPLAINT** |

I, David Carta, being duly sworn, state the following is true and correct to the best of my knowledge and belief:

**SEE ATTACHMENT A**

I further state that I am a Special Agent with the Federal Bureau of Investigation, and that this complaint is based on the following facts:

**SEE ATTACHMENT B**

Continued on the attached page and made a part hereof:

Special Agent David Carta
Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,
November 9, 2017 in Newark, New Jersey

HONORABLE JAMES B. CLARK, III
UNITED STATES MAGISTRATE JUDGE

Signature of Judicial Officer

## ATTACHMENT A

### Count One
### (Conspiracy to distribute heroin)

From on or about November 2016, through on or about March 2017, in the District of New Jersey and elsewhere, the defendant,

ANDERSON AJIMAVO
a/k/a "Baba-Ibeji",

did knowingly and intentionally conspire and agree with Lateef Alagbada and others to distribute and possess with intent to distribute 1 kilogram or more of a mixture and substance containing a detectable amount of heroin, a Schedule I controlled substance, contrary to Title 21, United States Code, Sections 841(a)(1) and 841(b)(1)(A).

In violation of Title 21, United States Code, Section 846.

### Count Two
### (Conspiracy to Commit Money Laundering)

From in or about November 2016, through in or about March 2017, in the District of New Jersey and elsewhere, the defendant,

ANDERSON AJIMAVO
a/k/a "Baba-Ibeji",

did knowingly and intentionally conspire and agree with others to conduct a financial transaction affecting interstate and foreign commerce, which in fact involved the proceeds of a specified unlawful activity, that is, the importation and distribution of a controlled substance, with the intent to promote the carrying on of such specified unlawful activity, and knowing that the property involved in the financial transaction represented the proceeds of some form of unlawful activity, contrary to Title 18, United States Code, Section 1956(a)(1)(A)(i).

In violation of Title 18, United States Code, Section 1956(h), and Title 18, United States Code, Section 2.

# ATTACHMENT B

I, David Carta, am a Special Agent with the Federal Bureau of Investigation ("FBI"). I am fully familiar with the facts set forth herein based on my own investigation, my conversations with other law enforcement officers, and my review of reports, documents, and items of evidence. Where statements of others are related herein, they are related in substance and part. Because this Complaint is being submitted for the sole purpose of establishing probable cause to support the issuance of a complaint, I have not set forth each and every fact that I know concerning this investigation. Where I assert that an event took place on a particular date, I am asserting that it took place on or about the date alleged.

1. The FBI in conjunction with the Department of Homeland Security ("HSI") has been investigating a drug trafficking organization (the "DTO") operating in Nigeria, New Jersey, Chicago, New York, and elsewhere.

2. During the course of the investigation, law enforcement learned that the DTO was importing heroin into the United States from Lagos, Nigeria, via drug couriers booked on flights aboard commercial airlines. Law enforcement was also able to gain access to the DTO through a confidential source ("CS-1"), who engaged in numerous recorded conversations[1] with Lateef Alagbada ("Alagbada"), the leader of the DTO.[2] Information gathered over the course of the investigation, including conversations between Alagbada and CS-1, revealed that Alagbada and other of his conspirators employed individuals to serve as internal drug couriers (the "Couriers"). More specifically, these Couriers ingested pellets of heroin, flew to the United States, met with members of the DTO based in the United States, and provided those individuals with the ingested heroin once the Couriers had excreted the heroin.

3. During the investigation, law enforcement also learned that the DTO employed defendant ANDERSON AJIMAVO, a/k/a "Baba-Ibeji" ("AJIMAVO"), who resides in New York, to: (i) collect and transmit proceeds that were intended to be used to purchase narcotics, and (ii) launder narcotics proceeds on behalf of the DTO.

---

1 The majority of these conversations are in Yoruba, a Nigeria dialect, and have been translated into English.

2 Alagbada has been charged in federal indictment with: (1) count of conspiracy to distribute and possess with the intent to distribute heroin, contrary to Title 21, United States Code, Sections 841(a)(1) and 841(b)(1)(A), in violation of Title 21, United States Code, Section 846; and (2) conspiracy to import heroin into the United States, contrary to Title 21, United States Code, Sections 952(a) and 960(b)(1), in violation of Title 21, United States Code, Section 963. See Crim. No. 17-00227 (JMV).

4. On at least two separate occasions, CS-1 obtained heroin from the DTO's Couriers after those Couriers traveled from Nigeria to the United States aboard commercial airlines. For example, on or about November 27, 2016, the DTO sent a Courier ("Courier-1") from Nigeria to the United States after he had ingested heroin pellets. After Courier-1 arrived in the United States, CS-1 traveled from New Jersey to Pennsylvania to meet Courier-1 in person and obtained approximately fifty-three (53) heroin pellets from Courier-1. The substance inside the pellets was later tested in a laboratory and determined to be approximately 592 grams of heroin. During the meeting with Courier-1, CS-1 provided Courier-1 with approximately $6,300 as partial payment for the heroin. Algabada instructed CS-1 to provide the remaining balance of approximately $24,600[3] due for the heroin to "Baba Ibeji," who was later identified as defendant AJIMAVO, so that he (defendant AJIMAVO) could transmit the funds back to Alagbada in Nigeria.

5. On or about December 13, 2016, CS-1 spoke with defendant AJIMAVO via telephone. During that consensually recorded telephone call, the two discussed meeting up in-person so that CS-1 could provide defendant AJIMAVO with narcotics proceeds that defendant AJIMAVO was then to transmit to Alagbada in Nigeria. CS-1 informed AJIMAVO that he preferred to meet with defendant AJIMAVO in New Jersey. In response, defendant AJIMAVO explained that he drives a city vehicle and cannot go to New Jersey.[4] Later that same day, CS-1 again spoke with defendant AJIMAVO, and they scheduled a time to meet in-person in New York.

6. Thereafter, on or about December 15, 2016, CS-1 met with defendant AJIMAVO in New York. During that meeting, which was audio-recorded, CS-1 provided defendant AJIMAVO with approximately $24,600 in narcotics proceeds, which defendant AJIMAVO was to transmit to Alagbada in Nigeria.

7. Shortly thereafter, Alagbada and CS-1 spoke again. During the course of that conversation, Alagbada offered to send a second Courier to the

---

[3] The total cost of the heroin that Alagbada sent to CS-1 was approximately $36,000. In addition, to the payment to Courier-1, Alagbada instructed CS-1 to send him (Alagbada) an advance payment of a small portion of this amount via Western Union. Algabada indicated that he would not send dispatch Courier-1 with the heroin until CS-1 wired this down payment. In response, on or about November 23, 2016 (four days prior to Courier-1's trip to the United States), CS-1, at the direction of law enforcement, wired Alagbada approximately $5,100 as a down payment. As set forth above, thereafter, Alagbada directed CS-1 to meet with defendant AJIMAVO to provide the remaining balance of the payment for the heroin.

[4] During the investigation, law enforcement learned that defendant AJIMAVO works as a Probation Officer in New York.

United States to meet with CS-1 ("Courier-2"). The total cost for the heroin that Courier-2 was supposed to provide to CS-1 was approximately $67,000. Alagbada requested that CS-1 meet with defendant AJIMAVO to provide defendant AJIMAVO with a down payment of approximately $13,100 prior to Courier-2's trip. Defendant AJIMAVO was expected to transmit these proceeds to Alagbada in Nigeria before Alagbada would send Courier-2 to the United States.

8. Accordingly, on or about January 24, 2017, CS-1 again met with defendant AJIMAVO in New York. During the course of this in-person meeting, CS-1 provided defendant AJIMAVO with the approximately $13,100 as a down payment for the heroin Courier-2 was expected to deliver to CS-1 in the United States. At the time the meeting took place, Defendant AJIMAVO and CS-1 placed a telephone call to Alagbada. During that call, Defendant AJIMAVO confirmed that CS-1 had provided the $13,100 payment to defendant AJIMAVO. After this meeting, and once Alagbada received payment from defendant AJIMAVO, Alagbada sent Courier-2 from Nigeria to United States to deliver the heroin to CS-1.

9. More specifically, on or about January 29, 2017 and February 1, 2017, CS-1 obtained approximately sixty-eight (68) heroin pellets from Courier-2. More specifically, Courier-2 flew, via commercial airline, from Lagos, Nigeria to Newark, New Jersey. These 68 pellets were later tested in a laboratory and determined to contain approximately 979 grams of heroin.

10. With respect to the remaining payment for this transaction, Alagbada instructed CS-1 to provide Courier-2 with approximately $10,200, which CS-1 did on or about February 1, 2017.[5] Alagbada also instructed CS-1 to make two small wire transfers, totaling $6,000, via Western Union, to two of Alagbada's sons. Alagbada then instructed CS-1 to meet with defendant AJIMAVO and provide defendant AJIMAVO with the balance of the payment for the heroin.

11. CS-1 complied with Alagbada's request. More specifically, CS-1 met in person with defendant AJIMAVO on two occasions during which CS-1 provided defendant AJIMAVO with the proceeds totaling the balance of the payment for the 978 grams of heroin discussed in paragraph 9 above. In particular, on or about February 16, 2017, CS-1 meet with defendant AJIMAVO and provided him with approximately $24,800, which defendant AJIMAVO was expected to send to Alagbada in Nigeria. On or about March 31, 2017, CS-1 again met with defendant AJIMAVO to provide him with approximately $13,000

5 During the course of the investigation, Alagbada explained to CS-1 that the payments to the Couriers were for the Couriers' respective fees for transporting and delivering the heroin, and that the size of the payments was based on the amount of heroin they ingested and transported into the United States.

to transmit to the DTO in Nigeria. The proceeds that CS-1 provided to defendant AJIMAVO during these two in person meetings represented the balance of the payment that CS-1 owned to the DTO for the heroin CS-1 obtained from Courier-2, discussed in paragraph 9 above.[6]

---

[6] During the in-person meeting that occurred on about March 31, 2017, defendant AJIMAVO discussed how Alagbada had instructed other members of the DTO to deposit proceeds directly into defendant AJIMAVO's bank account. Defendant AJIMAVO stated he closed that bank account as a result of this activity, because he was afraid it would draw trouble, which CS-1 interpreted as meaning trouble with law enforcement.